



Lettings Policy

Newbury Academy Trust

December 2018

Lettings Policy

1. Introduction

- 1.1. "Academy", "Academy Trust" all refer to Newbury Academy Trust, Love Lane, Newbury, Berkshire, RG14 2DU. School refers to one of the three schools within the Newbury Academy Trust, Trinity School, Love Lane, Newbury, Berkshire, RG14 2DU; Fir Tree School, Fir Tree Lane, Newbury, Berkshire, RG14 2RA; Speenhamland School, Pelican Lane, Newbury, Berkshire, RG14 1NU.
- 1.2. The term Governor refers to both Full Governing Body Trustees and Local Governing Body Governors.

2. Purpose and Background

- 2.1. Elements of the Newbury Academy Trust (NAT) sites may be let to other organisations. Charges may be levied for the use of the sites. This policy determines the guidelines for these lettings.

3. Policy Objectives

- 3.1. It is the policy of the NAT to allow the use of the Trust's facilities for the benefit of the local community and to increase income without detriment to the school. Income from lettings shall be used to enhance the education of learners. Notwithstanding this the NAT reserves the right to refuse a letting at their absolute discretion.
- 3.2. Lettings will only be authorised once confirmation of adequate public liability insurance, either from the NAT or the hirer, is in place and receipt of a signed copy of the hirer's agreement.

4. Management of the Policy

- 4.1. School: This policy is implemented and managed by the Trust Business Manager (TBM) and the Executive Headteacher (EHT).
- 4.2. Governance: Members of the Newbury Academy Trust Finance and Staffing Committee review this policy on a regular basis and recommend amendments to the Full Governing Board (Board of Trustees) for the final decision.

5. Practice and Procedures

- 5.1. The NAT has delegated the day-to-day decision-making in respect of lettings to the School Business Manager (SBM) and EHT. The SBM, EHT and staff will implement the necessary contractual, accounting and administrative procedures in accordance with NAT regulations and will apply the procedures stated in the School's Financial Management Policy as applicable.
- 5.2. The scale and method of charging shall be determined and reviewed at least annually by the NAT Finance and Staffing Committee (FSC).

- 5.3. All hirers will be required to sign the school's lettings agreement. The school's Health and Safety Policy contains a section which states the procedures applicable to safeguard the welfare of users of the school site.

6. Definition of a Letting

- 6.1. A letting may be defined as "any use of the school premises (buildings and grounds) by either a community group (such as a local music group or football team), or a commercial organisation (such as the local branch of 'Weight Watchers')". A letting must not interfere with the primary activity of the school, which is to provide a high standard of education for all its learners.
- 6.2. Use of the premises for activities such as staff meetings, parents' meetings, Governing Body meetings and extra-curricular activities of learners supervised by school staff, fall within the corporate life of the school. Costs arising from these uses are therefore a legitimate charge against the school's delegated budget.

7. Charges for a Letting

- 7.1. The NAT Finance and Staffing Committee is responsible for setting charges (appendix 1) for the letting of the schools' premises. A charge will be levied which covers the following:
- 7.1.1. Cost of services (heating and lighting);
 - 7.1.2. Cost of staffing (additional security, caretaking and cleaning) - including "on-costs";
 - 7.1.3. Cost of administration;
 - 7.1.4. Cost of "wear and tear";
 - 7.1.5. Cost of use of school equipment (if applicable);
 - 7.1.6. Profit element (if appropriate).
- 7.2. Where there are multiple lettings taking place at the same time, the costs for services and staffing will normally be shared between the organisations involved.

8. VAT

- 8.1. In general, the letting of rooms for non-sporting activities is exempt of VAT, whereas sports lettings are subject to VAT (although there are exemptions under certain circumstances).
- 8.2. For specific lettings, clarification will be sought from the Trust Business Manager and HMRC.

9. The Administrative Process

- 9.1. Organisations seeking to hire the Trust premises should approach the Finance Office who will identify their requirements and clarify the facilities available. The EHT and SBM have the right to refuse an application, and no letting should be

regarded as “booked” until approval has been given in writing. No public announcement of any activity or function should be made by the organisation concerned until the booking has been formally confirmed.

- 9.2. Once a letting has been approved, a letter or email of confirmation will be sent to the hirer, setting out full details of the letting and enclosing a copy of the terms and conditions and the hire agreements (appendix 2). The letting should not take place until all the signed agreements have been returned to the Finance Office. The person applying to hire the premises will be invoiced in advance for the cost of the letting, in accordance with the NAT’s current scale of charges. For one-off lets, payment must be made in advance of the hire.
- 9.3. The hirer should be a named individual and the agreement should be in their name, giving their permanent private address. This avoids any slight risk that the letting might be held to be a business tenancy, which would give the hirer security of tenure.
- 9.4. All lettings fees, which are received by the Trust, will be paid into the Trust’s bank account of each school within the Trust, in order to offset the costs of services, staffing etc. (which are funded from the delegated budget of the relevant school). The FSC will regularly monitor income and expenditure associated with lettings to ensure that at least a “break even” situation is being achieved.

Authorised by	The Board of Trustees
Date	12 th December 2018
Effective Date of the Policy	12 th December 2018
Effective Date for Review	December 2020

- Appendix 1: Rates for NAT Lettings
- Appendix 2: Terms and Conditions
- Appendix 3: Hirers Liability Agreement 2018/19
- Appendix 4: Conditions of Use – All Weather Pitches
- Appendix 5: Conditions of Use – Dance Studio
- Appendix 6: Conditions of Use – School Hall
- Appendix 7: Conditions of Use – Sports Hall/Gymnasium

APPENDIX 1
RATES FOR NEWBURY ACADEMY TRUST LETTINGS

Trinity School	Rates (Per Hour)
Astro Full Pitch	£60
Astro 1/3	£30
Dance Studio	£25
Gymnasium	£25
Sports Hall	£35
Sports Hall – Volleyball and Basketball	£35
Sports Hall – Badminton (per court)	£10
Main School Hall	£30
Conference Room (seats up to 60)	£20
Standard Classroom/Meeting Room	£15
Drama Studio	£25
Outdoor Sports Pitch	£25
Multi Use Games Area (MUGA)	£30
Multi Use Games Area (MUGA) 1/3	£15
Primary Schools	Rates (Per Hour)
Main School Hall	£20
Classroom/Meeting Room	£15
Outdoor Sports Pitch	£25

APPENDIX 2:

TERMS AND CONDITIONS FOR THE HIRE OF THE TRUST PREMISES

All terms and conditions set out below must be adhered to. The “Hirer” shall be the person making the application for a letting, and this person will be personally responsible for payment of all fees or other sums due in respect of the letting. The Newbury Academy Trust can refuse the right to any letting.

Status of the Hirer

Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist background. The hire agreement is personal to the hirer only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the Trust to them or of creating any tenancy between the Trust and the hirer.

Staff must be suitably qualified and experienced, and hold satisfactory current Enhanced Disclosure and Barring check if working with children. It is the responsibility of the Hirer to ensure this and to monitor and maintain records. Details must be provided to the Finance Office.

Priority of Use

The EHT and/or SBM will resolve conflicting requests for the use of the premises, with priority at all times being given to Trust functions.

Attendance

The Hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made and approval given.

Behaviour

The Hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises is vacated.

The care, safety and good behaviour of all participants will be maintained at all times with suitable and sufficient risk assessments being undertaken for each activity.

Young people must be adequately supervised and accounted for at all times, ensuring that they leave the premises promptly, safely and orderly at the end of each session.

A record of all disputes, incidents and accidents occurring on the school premises must be recorded and passed to the Finance Office as soon as possible.

The grounds, buildings, furniture and equipment will be used with due consideration and respect towards the nature and purpose of academy premises.

Users are expected to behave considerately and courteously at all times, bearing in mind multiple use and the responsibilities schools bear both towards their learners and the wider community.

Public Safety

The Hirer shall be responsible for the prevention of overcrowding (such as would endanger public safety), and for keeping clear all gangways, passages and exits.

The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct, and - where applicable - the Hirer must adhere to the correct adult/pupil ratios at all times. This includes the use of car parks ensuring safe and controlled parking.

Own Risk

It is the Hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk.

Damage, Loss or Injury

The Hirer warrants to the Full Governing Board (Board of Trustees) that it has appropriate public liability insurance to cover all its legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the premises are being hired), and/or loss of or damage to property, including the hired premises, arising out of the letting. The minimum limit for this insurance cover is £2 million. The Hirer must produce the appropriate certificate of insurance cover before the letting can be confirmed.

Furniture and Fittings

Furniture and fittings shall not be removed from School premises or interfered with in any way. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the Trust fabric, are permitted. In the event of any damage to premises or property arising from the letting, the Hirer shall pay the cost of any reparation required.

Trust Equipment

This can only be used if requested on the initial application form, and if the Finance Office approves its use. Responsible adults must supervise the use of any equipment, which is issued, and ensure its safe return. The Hirer is liable for any damage, loss or theft of Trust equipment they are using, and for the equipment's safe and appropriate use.

Electrical Equipment

Any electrical equipment brought by the Hirer onto the Trust sites MUST comply with the code of practice for portable electrical appliance equipment. Equipment must have a certificate of safety from a qualified electrical engineer. The intention to use any electrical equipment must be notified on the application.

Car Parking Facilities

Subject to availability, the Hirer may use the car park along with any other adults involved in the letting.

Toilet Facilities

Access to the school's toilet facilities is included as part of the hire arrangements.

First Aid Facilities

There is no legal requirement for the Trust to provide first aid facilities for the Hirer. It is the Hirer's responsibility to make their own arrangements, such as the provision of first aid training for supervising personnel, and the provision of a first aid kit, particularly in the case of sports lettings. Use of the Trust's resources is not available.

Food and Drink

No food or drink may be prepared or consumed on the property without the direct permission of the FGB, in line with current food hygiene regulations. All litter must be placed in the bins provided.

Intoxicating Liquor

No intoxicants shall be brought on to or consumed on the premises.

Smoking

There is NO SMOKING anywhere on school premises or grounds. Alcohol and illegal substances must not be brought onto school premises or grounds.

Heels and Shoes

No stiletto or any type of thin heel is to be worn in the Sports Hall, Dance Studio, Drama Studio and Fitness Suite. No spikes or studs exceeding 5mm should be worn on the AstroTurf pitch. If activities involve outdoor use, participants should ensure footwear is cleaned before re-entering the premises.

Copyright or Performing Rights

The Hirer shall not, during the occupancy of the premises, infringe any subsisting copyright or performing right, and shall indemnify the Academy against all sums of money which the Trust may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

Sub-letting

The Hirer shall not sub-let the premises to another person.

Charges

Hire charges are reviewed annually, a full quotation will be provided on request.

Variation of Scales of Charges and Cancellations

The Hirer acknowledges that the charges given may be increased from time to time (they will be reviewed by the FGB on an annual basis) and that the letting may be cancelled, provided that in each circumstance at least 28 days' notice either way is given.

Security and Site Supervision

The Directors will hire and pay for a person to be responsible for the security and supervision of the premises before, during and after the hire, and for the cleaning of the premises after its use. This cost will be included in the charge for the letting. If no suitable person can be employed, then the letting will not be allowed or will be cancelled. Only named key holders may operate the security system. Keys should not be passed to any other person without direct permission of the FGB (Board of Trustees).

Right of Access

The FGB (Board of Trustees) reserves the right of access to the premises during any letting. The EHT or members of the FGB may monitor activities from time to time.

Conclusion of the Letting

The Hirer shall, at the end of the hire period, leave the accommodation in a reasonably tidy condition, all equipment being returned to the correct place of storage. If this condition is not adhered to, an additional cost may be charged. It is the Hirer's responsibility to immediately report any damages incurred or identified during the let to the academy. There may also be an additional charge to the Hirer for any damages incurred to academy facilities as a result of the hire.

Vacation of Premises

The Hirer shall ensure that the premises are vacated promptly at the end of the letting. The Hirer is responsible for supervising any children taking part in an activity until a responsible adult collects them. In the event of an emergency, occupants must leave the school by the nearest exit and assemble either at the front of the school or the car park as applicable. The

Hirer must have immediate access to participants' emergency contact details, and may use the telephone in the reception area in the event of an emergency. Hirers are responsible for familiarizing themselves with emergency exits and must ensure that participants are aware of evacuation procedures.

Disputes

In the event of a dispute, the parties directly involved should seek to resolve the differences between themselves.

The School may stop the activity without notice if there is a clear danger to Health or Safety.

The Hirer/Organisation may lose the right to use these premises if their responsibilities under this agreement are not met.

APPENDIX 3:

HIRERS LIABILITY AGREEMENT 2018/19

Contract for the hire of school accommodation and equipment by individuals, schools, firms and companies.

Contracts are not entered into with a Club. If a hiring is required on behalf of a Club, the Contracting Parties shall be Newbury Academy Trust and an Officer of the Club and the Hirer shall be liable to the school for all debts that shall arise under this agreement.

In consideration of Newbury Academy Trust agreeing to let me:

Name:

Address:

.....

Postcode: Telephone No:

Occupation: Email:

The following accommodation (state your requirement: Hall/Sports Hall/Gym/Astro etc.):

TRINITY SCHOOL:

FIR TREE SCHOOL:

SPEENHAMLAND SCHOOL:

For the purpose of (state purpose of letting):

On (insert date(s)):

From (insert times): To:

In accordance with the Trust's Lettings policy, conditions of hire and scale of charges.

I hereby agree:

1. To hire and use the said accommodation/equipment in accordance with the Trust's Lettings' policy and conditions and charges which I confirm that I have read and understood and countersigned.
2. That I have read, understood and shall observe and fulfil all the following conditions:
 - a. That all requirements relevant to the letting will be complied with including obtaining any necessary licence, and that all personnel employed by the Hirer or involved with the activity concerned will be advised of these conditions. **The sale of intoxicating liquor is prohibited.**
 - b. Regular bookings be invoiced monthly in advance. Payment terms are 14 days.
 - c. One-off bookings be invoiced prior to the event with payment required in advance.
 - d. The hire will only be held as provisional for 14 days from date of hire invoice.
 - e. A cancellation fee of £5 be applied if the cancellation is made 5 days or more prior to the hire date.
 - f. The full rate be applied if the session is cancelled within 5 days or less.
 - g. The credit for a cancelled session if applicable be offset against the next invoice.

- h. The Governing Body delegate to the Headteacher to consider offering additional discount to regular bookings for volume of activities booked or if multiple facilities are required.
- i. Where invoices remain unpaid beyond the 14 day payment period the school reserves the right to terminate all hire agreements both current and future.
- j. VAT may be applicable in certain circumstances and for certain lettings. I have enquired at the time of the booking whether VAT is payable.
- k. That a responsible person will be present on the premises at all times during the period of the hire who will hold a valid first aid qualification.
- l. To accept full responsibility for the damages to or theft of the school's and West Berkshire Council's property occurring during the period for which the premises or equipment is hired.
- m. That any cleaning undertaken which, in the opinion of the officers of the school, occurs as a result of the hiring and outside the scope of the agreed hire charge, will be charged to me at the appropriate rate.
- n. The School accepts no responsibility whatsoever and howsoever caused for the loss of personal property brought into or left in the premises or minibus during the letting.
- o. If I discover a hazard in regard to access to school premises or the equipment to be used, I shall take action to make the school representative aware of the hazard.
- p. That no school equipment will be used without the prior approval of the School Headteacher. Under no circumstances will the fabric or structure of any school facility be altered or modified to accommodate any equipment.
- q. To familiarise myself with the position of telephones, escape routes, fire alarms and firefighting equipment. Notices regarding the procedures in relation to action in the event of fire will also be studied and passed on by me to the users and any other person concerned.
- r. To indemnify the school against all claims, costs, demands, expenses actions or liabilities howsoever caused, arising from the use of the premises by myself apart from claims and action arising from the negligence of Trinity School, its servants or agent or its governing body.

Signature of Hirer: Authorised Signatory:
 (Where Hirer is an Individual) (Where Hirer is a firm or company)

Position: Date:

Witnessed by: Name of Witness:
 (Signature) (Block capitals)

Address of Witness:

..... Postcode:

Email address:

The account in respect of payment of the hire of the said accommodation/equipment should be forwarded to:

.....

.....

If the Hirer is a firm, this agreement must be signed by a Partner of the firm. If the applicant is a limited company, this agreement must be signed by a Director or Secretary of the company. This form is to be returned to the School at least 7 days before the proposed date of the letting.

APPENDIX 4:

ALL WEATHER PITCHES - CONDITIONS OF USE

- A nominated 'responsible person' will be present on the premises at all times during the period of hire. This person is also responsible for inspecting the playing surface prior to the commencement of the hire.
- Any health and safety concerns must be reported immediately to the Site Manager. Tel: 07766 931776.
- Pitch etiquette – please ensure the following:
 - o No smoking.
 - o No food - chewing gum or drink on the playing surface.
 - o Litter must be deposited in bins provided - no glass bottles inside the pitch gates.
 - o Clean suitable footwear only.
 - o No spikes to be worn or studs exceeding 5mm.
 - o Do not place heavy or sharp objects on surface.
 - o Do not drag goals – use appropriate wheeling devices.
- On arrival teams are to wait outside pitch gates until start of hire session
- All hirers must ensure matches finish at end of hire session even where next hire session is vacant – hirers will be charged for additional sessions. At Trinity School, CCTV records all start and end times.
- Hirers must ensure the pitch is left clear of litter at the end of each hire session. The school reserves the right to levy a charge for offending hirers.
- Hirers are responsible for the conduct of their members and spectators both on and off the pitch.
- Toilet and changing facilities are located in the sports hall. Hirers are reminded to advise their members accordingly.

I/We have read this Agreement and agree to abide by it and the terms and conditions outlined in the Trust's Lettings Policy.

For the Hirer/Organisation: **(Signed) Date:**

Contact Name: **Tel. No.:**

For the School Checked: **(Signed) Date:**

Approved By: **(Signed) Date:**

APPENDIX 5:

DANCE STUDIO - CONDITIONS OF USE

- A nominated 'responsible person' will be present on the premises at all times during the period of hire. This person is also responsible for inspecting the dance surface prior to the commencement of the hire.
- Any health and safety concerns must be reported immediately to the Site Manager. Tel: 07766 931776.
- The nominated 'responsible person' will be aware of the Emergency egress route and procedures as follows:
 - o Fire exit door opens to the Performing Arts Car park.
- Dance Studio etiquette:
 - o No footwear to be worn in the studio.
 - o No smoking.
 - o No food - chewing gum or drink to be consumed in the studio.
 - o No glass bottles inside the studio.
 - o Litter must be deposited in bins provided.
 - o Do not place heavy or sharp objects on studio floor.
 - o Do not drag equipment use appropriate wheeling devices.
- On arrival hirers are to wait outside the studio until start of hire session
- All hirers must ensure they finish at end of hire session even where the next hire session is vacant – hirers will be charged for additional sessions
- Hirers must ensure the dance studio is left clear of all litter at the end of each hire session.
- The school reserves the right to levy a charge for offending hirers.
- Hirers are responsible for the conduct of all users.

I/We have read this Agreement and agree to abide by it and the terms and conditions outlined in the Trust's Lettings Policy.

For the Hirer/Organisation: (Signed) Date:

Contact Name: **Tel. No.:**

For the School Checked: (Signed) Date:

Approved By: (Signed) Date:

Appendix 6:

SCHOOL HALL - CONDITIONS OF USE

- A nominated 'responsible person' will be present on the premises at all times during the period of hire. Any health and safety concerns must be reported immediately to the Site Manager of Trinity School. Tel: 07766 931776 or the Caretaker of Fir Tree School. Tel: 07930 495479.
- The nominated 'responsible person' will be aware of all Emergency egress routes and procedures as follows:
 - o Emergency access from the Main Stage at Trinity School is via the signposted route from back stage right, exiting double fire doors. This exit enters directly onto a protected corridor and stairwell. The final exit door is located in the Quad Area.
 - o Under no circumstances must the Main Stage emergency egress route or stairwell be obstructed. CCTV operates in this area.
 - o Under no circumstances must emergency signage be covered or removed.
 - o The fire proof curtain (white) to the rear of the Main Stage must be in position at all times.
 - o The emergency access from the Main Hall at Fir Tree School is out of the main school entrance and assemble in the main school carpark. If this route was blocked, the exit via the kitchen area is the one to use and assemble in the school playground. Under no circumstances should either exit be obstructed
 - o The Main Stage at Trinity presents a steep drop to performers. Hirers must not cover or remove hazard markings.
 - o During performances where there are more than 20 performers on the Main Stage a designated 'Fire Marshal' must be stationed at the Main Stage emergency exit.
 - o At Trinity, in the event the Main Stage emergency exit is not accessible performers must alight the Main Stage using the two forward facing steps and utilise one of two equal 'exit capacity' egress points (i) via white doors in the 'well' of the Main Hall or (ii) on the raised rear balcony of the Main Hall.
 - o The occupancy 'capacity' of the Main Hall at Trinity is 180 (seated) and at Fir Tree it is 120 (seated). Fire exits requirements must be observed when setting down seating. Hirers are required to follow instructions set out by the Site Manager/Caretaker. Hirers must not re- arrange seating once agreed by the Site Manager/Caretaker.
 - o Firefighting equipment points must not be obstructed at any time.
 - o Vehicles must not be parked in the yellow hatched 'FIRE EXIT' zone adjacent to fire doors at Trinity School or on the double yellow lines outside Fir Tree School entrance.
 - o **THE USE OF SMOKE / DRY ICE OR PYROTECHNICS IS STRICTLY PROHIBITED.**
 - o Electrical intake cupboards must be kept locked at all times.
 - o Lighting units and lighting rigs must not be used without the express authority of the Site Manager/Caretaker. Lighting rigs where used must be certified by a qualified electrician. Costs of certification will be borne by the hirer.

- Hirers are not permitted to use scaffold towers or ladders without proof of competency.
- Hirers are responsible for the conduct of all persons associated with the hire.
- The main stage area must be cleared of all props and equipment at the close of the hire session.
- Hirers must ensure the Main Hall is left clear of all litter at the end of the hire session. The school reserves the right to levy a charge for offending hirers.

I/We have read this Agreement and agree to abide by it and the terms and conditions outlined in the Trust's Lettings Policy.

For the Hirer/Organisation: **(Signed) Date:**

Contact Name: **Tel. No.:**

For the School Checked: **(Signed) Date:**

Approved By: **(Signed) Date:**

Appendix 7:

SPORTS HALL/GYMNASIUM CONDITIONS OF USE

- A nominated 'responsible person' will be present on the premises at all times during the period of hire. This person is also responsible for inspecting the playing surface prior to the commencement of the hire.
- Any health and safety concerns must be reported immediately to the Site Manager. Tel: 07766 931776
- Sports Hall/Gymnasium etiquette – please ensure the following:
 - o No smoking.
 - o No food - chewing gum or drink to be consumed on playing surfaces.
 - o No glass bottles inside buildings.
 - o Litter must be deposited in bins provided.
 - o Clean suitable footwear only.
 - o Do not place heavy or sharp objects on surface.
 - o Do not drag equipment use appropriate wheeling devices.
- On arrival teams are to wait outside main hall/gym until start of hire session
- All hirers must ensure matches finish at end of hire session even where next hire session is vacant – hirers will be charged for additional sessions.
- Hirers must ensure main hall/gym and changing areas are left clear of all litter at the end of each hire session. The school reserves the right to levy a charge for offending hirers.
- Hirers are responsible for the conduct of both its members and spectators

I/We have read this Agreement and agree to abide by it and the terms and conditions outlined in the Trust's Lettings Policy.

For the Hirer/Organisation: **(Signed) Date:**

Contact Name: **Tel. No.:**

For the School Checked: **(Signed) Date:**

Approved By: **(Signed) Date:**